

[illegible]

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account Number	39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date	42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUN/2005

(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

Note Regarding Datafax:

(1) When using a datafax to transmit an offer, the datafax file cannot exceed 3.5 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing. The Internal TACOM addresses are:

(i) RFQ: The contract specialist e-mail address. This information can be found on the front of the cover sheet or the DD Form 1155.

(ii) RFP and Sealed Bidding: The Internal TACOM Address is offers@tacom.army.mil

(2) Authentication for datafax submission is verified by the offeror returned address.

(3) Send datafax to the e-mail address mentioned above, based on the type of solicitation. For RFQs, fax to the buyers fax number as listed in the solicitation. For RFPs and Sealed Biddings, fax to the TACOM Network Fax Server at fax number 1-586-574-5527.

(4) Additional information for Datafax Offers: Submission of Quote, Bid, or Offer may be sent via fax using a personal computer or a standalone fax machine. If either of these two methods of transmission is used, it must be sent to the TACOM Network Fax Server at fax number 1-586-574-5527. If a standalone fax machine is used, the possibility exists that a confirmation of receipt will not be received.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil. If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.sellingtothegovernment.net/index.asp> to find a location near you.

[End of Provision]

2	52.217-4911 (TACOM)	NOTICE OF URGENT REQUIREMENT	NOV/2001
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TACOM considers this requirement to be urgent. Timely performance and delivery are essential. Deliveries ahead of schedule are encouraged whenever they can be offered without additional cost to the Government. The Contractor is requested to immediately contact the buyer or contracting officer identified on the cover page of this document to notify them of any pending or potential problems

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Name of Offeror or Contractor:

and/or suggestions for contract streamlining that would enable faster deliveries.

[End of Provision]

3	52.242-4021 (TACOM)	NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL ADMINISTRATION	JUL/1999
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During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

A.1 EXECUTIVE SUMMARY - COMMERCIAL ITEMS (INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT)
FOR IRAQI SUPPLEMENTAL ACQUISITION-MILITARY (ISAM)

(a) INTRODUCTION:

The U.S. Army Tank-automotive and Armaments Command (TACOM) is issuing this solicitation under the authority of Federal Acquisition Regulation (FAR) Part 12.6, which creates a simplified contract format we can use to buy commercial items, using techniques that are similar to those used in private-sector contracting.

- Section A, "SUPPLEMENTAL INFORMATION"
- Section B, "SUPPLIES OR SERVICES AND PRICES/COSTS"
- Section C, "DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENTS"
- Section H, "SPECIAL CONTRACT REQUIREMENTS"
- Section I, "CONTRACT CLAUSES"
- Section J, "LIST OF ATTACHMENTS"
- Section K, "REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS"
- Section L, "INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS"
- Section M, "EVALUATION FACTORS FOR AWARD"

(b) TACOM is soliciting offers to supply the following items:

Minimum Guaranteed Quantity:	19 each
Estimated/Maximum 2-year quantity:	150 each
Item Name:	10 kw diesel generator, trailer mounted

Under this Indefinite-Quantity Contract the Government is only guaranteeing that the minimum guaranteed quantity, CLIN 0361AA, will be ordered. There is no guarantee that the Government will place an order on all other CLINs (i.e., Extra Operator Manuals, Spare Parts Package, etc.) stated in the solicitation. However, it is estimated that over the 2-year ordering period, a total of 150 vehicles may be ordered. Please note that offerors must complete pricing for all CLINs, and that CLIN prices will be evaluated in accordance with Section M.

Warranty - Standard commercial warranty must be provided by offeror as described in C.2.

Operator Manuals - Each vehicle shall be shipped with the vehicle's standard operator manual in both English and Arabic in accordance with C.1.2. Eighty percent (80%) of the vehicle price will be paid upon acceptance of the vehicle(s). The additional 20% of the unit price will be paid upon acceptance of the English and Arabic operator manuals.

Supplemental Manuals in English and Arabic, translation costs, number of copies and CD-ROMs are to be in accordance with C.1.2.3.

Logistics Support - Spare Parts (recommended, additional and future) must be provided by the offeror and as described by C.1.3.

Dealer Support - In order to satisfy basic upkeep of the vehicles included in the warranty, the offeror must identify a known dealer within the non-terrorist countries of the Southwest Asian region, as set forth in <http://www.state.gov/s/ct/cl4151.htm>.

(c) UNIQUE ASPECTS OF THIS SOLICITATION:

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Name of Offeror or Contractor:

(1) Indefinite-Quantity Contract

This solicitation is for a 2-year Indefinite-Quantity contract. Under an indefinite-quantity contract arrangement, TACOM guarantees to buy a specified minimum quantity of contract items during the contract life, and can order additional quantities above that minimum, if we require them. Eligibility of award is under Full and Open competition.

(2) Responsibility

In order to determine that offerors are deemed responsible and competent to perform on these contract(s), offerors will have to ensure the Government that they are in compliance with the standards listed in FAR 9.104. The Government may obtain certain information by exercising rights under FAR 9.105. Also, potential contractors must be registered in the Central Contractor Registry (CCR) PRIOR to award: www.ccr.gov <<http://www.ccr.gov>>.

(3) Schedule of Events

Per FAR 12.603, responses will be due approximately 21 days after solicitations are issued. See standard form 1449, block 8 for exact date and time.

(4) Standards of Conduct - Improper Business Practices

Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by contractors, subcontractors, and any other agent acting in connection with this contract. Examples of such unacceptable behavior include providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors, and any other agents acting under the contract awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of this contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR or DFARS clause incorporated into this solicitation and any resultant contract.

(5) Reserved

(6) Clause Comment

Many clauses contained in the solicitation will be applicable to U.S. and international companies. However, some will apply only to U.S. firms and some will apply only to international firms.

(7) Payment

Full payment on accepted hardware will not be made until delivery of the English and Arabic manuals is completed. Reference Statement of Work, Section C.

(8) Objective Delivery Schedule

The term "Objective Delivery Schedule" appears in various sections of this solicitation, including the CLIN Schedule, Section M, and the Delivery Questionnaire. For clarification, this term represents a schedule that best meets the needs of the Iraqi Military and will be used for evaluation purposes only. It is not a contract requirement. If you are awarded a contract, the delivery dates you propose will become the contract requirement. As more fully described in section M.2, the Government will evaluate the extent to which your proposed contract hardware deliveries for the stated guaranteed minimum quantity satisfy the objective delivery date.

(d) NOTICE REGARDING FILL-INS:

Please note that this solicitation contains clauses and provisions that require you to complete a fill-in or representation. If you do not complete these fill-ins, your offer may not be eligible for award. Please be careful to read and complete each provision that requires a fill-in, including but not limited to:

Section A - Box 17, 30 a-c
Section B - Unit Price, Amount, DARO
Section I - Clause 41
Section K
Attachments 002, 004-006

(e) OTHER KEY FEATURES OR REQUIREMENTS OF THIS SOLICITATION:

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Name of Offeror or Contractor:

(1) Required Copies in Response to This Solicitation

To be considered for award, you must return one signed original of your offer, completed properly, by the time (Eastern Daylight Time) and date shown in Block 8 of the Standard Form 1449 (SF 1449) cover page. Reference Section L for further information.

(2) Set-Aside Information

This acquisition is not set-aside for small business.

(3) Question/Problem Resolution

Routine questions regarding this solicitation should be directed to the buyer identified in Block 7a of the SF 1449. If you have more serious concerns, please seek resolution with the contracting officer. Additional help can be found in the provision entitled: NOTICE OF TACOM OMBUDSPERSON.

(4) Availability of Funds

Funds are subject to availability for this procurement. We reserve the right to not make any or all awards.

(5) Proposal Preparation Costs

We will not reimburse any offeror for the cost of preparing and submitting proposals.

(f) Inconsistencies Between the Executive Summary and the Solicitation:

This executive summary has been prepared as an aid to you, the potential offeror. We have tried to accurately reflect the requirements and information contained in the balance of the solicitation. However, if you find any inconsistency between this executive summary and the solicitation, please contact the buyer identified in Block 7a of the SF 1449.

(g) Federal Acquisition Regulation Website:

<<http://farsite.hill.af.mil/vffara.htm>>

(h) Doing Business In Iraq Website:

<<http://www.export.gov/iraq/>>
<<http://www.rebuilding-iraq.net>>

(i) Contractor's User Guide

[http://www.rebuilding-iraq.net/pdf/CONTRACTOR%20USER%20GUIDE%201%20AUG%2004%20UPDATE\[1\].pdf](http://www.rebuilding-iraq.net/pdf/CONTRACTOR%20USER%20GUIDE%201%20AUG%2004%20UPDATE[1].pdf)

(j) Prohibition on countries supporting terrorism:

<http://www.state.gov/s/ct/c14151.htm>

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0361	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SECURITY CLASS: Unclassified</p> <p>IN THE FOUR DIGIT CONTRACT LINE ITEM NUMBERS (CLINs) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0361 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0362 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>The information presented below applies to Item No. 0361 and 0362:</p> <p>Minimum 2 Year Quantity: 19 EACH (This will be ordered at the time of the basic contract award).</p> <p>Maximum 2 Year Quantity: 150 EACH</p> <p>ONLY THE MINIMUM 2 YEAR QUANTITY IS GUARANTEED.</p> <p><u>NOTE:</u> EACH ORDERING YEAR ESTIMATE IS A GOOD FAITH ESTIMATE.</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0361AA	<p>(End of narrative A001)</p> <p><u>MIN. GUARANTEED QTY. - FIRST ORDERING PERIOD</u></p> <p>NOUN: 10 KW DIESEL GENERATOR, TRAILER MOUNTED, IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS (ATTACHMENT 001), THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002).</p> <p>EACH VEHICLE SHALL BE SHIPPED WITH TWO COMMERCIAL, OFF-THE-SHELF, OPERATOR MANUALS, ONE IN ENGLISH, ONE IN COMMON ARABIC READ BY EVERYDAY PEOPLE IN IRAQ (I/A/W C.1.2). BOTH MANUALS SHALL CONTAIN IDENTICAL INFORMATION. IF BOTH ARE OVERPACKED WITH THE VEHICLE, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. EIGHTY PERCENT (80%) WILL BE PAID UPON ACCEPTANCE OF THE VEHICLE WITH THE ENGLISH VERSION ONLY. THE REMAINING 20% WILL BE PAID UPON ACCEPTANCE OF ARABIC OPERATOR MANUAL FOR EACH VEHICLE.</p> <p>(End of narrative B001)</p> <p>FOB ORIGIN UNIT PRICE \$_____</p> <p>(This unit price must include all of the following costs as required on the pricing questionnaire: base vehicle cost, translation cost for operator manuals, and one-time charge for special setup/non-recurring tooling)</p> <p>FOB DESTINATION UNIT PRICE \$_____</p> <p>(This unit price must include the FOB Origin price plus the transportation/shipment, insurance, security and all other costs per unit)</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR SAFE DELIVERY TO UMM QASR, IRAQ.</p> <p>(End of narrative D001)</p>	19	EA	\$_____	\$_____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(This unit price must include the FOB Origin price plus the transportation/shipment, insurance, security and all other costs per unit)</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR SAFE DELIVERY TO UMM QASR, IRAQ.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>TRANSPORTATION OVER WATER MUST BE ON A U.S. FLAG VESSEL</p> <p>DELIVERY INFORMATION WILL BE PROVIDED FOR SHIPMENTS TO UMM QASR, IRAQ.</p> <p>*THIS NUMBER MUST BE CONSISTENT WITH THE "DELIVERY SCHEDULE FOR DELIVERY ORDERS" CLAUSE 41.</p> <p>(End of narrative F001)</p>				
0361AC	<p><u>EXTRA OPERATOR MANUALS</u></p> <p>NOUN: ENGLISH & ARABIC OPERATOR MANUALS IN ACCORDANCE WITH C.1.2.2.</p> <p>NOTE: ONE (1) SET OF MANUALS CONSISTS OF ONE (1) COPY OF BOTH THE ENGLISH & ARABIC VERSIONS.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR SAFE DELIVERY TO UMM QASR, IRAQ.</p> <p>(End of narrative D001)</p>	EST 31	SE	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination DELIVERY INFORMATION WILL BE PROVIDED FOR SHIPMENTS TO UMM QASR, IRAQ. DELIVERY SCHEDULE WILL BE IN ACCORDANCE WITH THE "DELIVERY SCHEDULE FOR DELIVERY ORDERS" CLAUSE 41. (End of narrative F001)				
0361AD	<u>SPARE PARTS PACKAGE</u> NOUN: SPARE PARTS PACKAGE (SPP) IN ACCORDANCE WITH C.1.3.1.1. NOTE: ONE (1) LOT OF SPPs CONSISTS OF ALL THE ITEMS LISTED IN ATTACHMENT 003. (End of narrative B001) <u>Packaging and Marking</u> STANDARD COMMERCIAL PRACTICE FOR SAFE DELIVERY TO UMM QASR, IRAQ. (End of narrative D001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination TRANSPORTATION OVER WATER MUST BE ON A U.S. FLAG VESSEL. DELIVERY INFORMATION WILL BE PROVIDED FOR SHIPMENTS TO UMM QASR, IRAQ. DELIVERY SCHEDULE WILL BE IN ACCORDANCE WITH THE "DELIVERY SCHEDULE FOR DELIVERY ORDERS" CLAUSE 41. NOTE: CLINS 0361AG, 0361AH, 0362AJ, 0362AK, ETC., WILL BE USED IF REQUIRED, TO ORDER INDIVIDUAL SPARE PARTS FROM THE GOVERNMENT APPROVED LIST IN ATTACHMENT 003 IN ACCORDANCE WITH PARAGRAPH	EST 1	LO	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0361AE	<p>C.1.3.1.2.</p> <p>DELIVERY OF INDIVIDUAL SPARE PARTS MUST BE NO LATER THAN 90 DAYS FROM DATE OF ORDER. FASTER DELIVERY IS HIGHLY DESIRED.</p> <p>(End of narrative F001)</p> <p><u>ENGLISH & ARABIC OPERATOR MANUAL CD-ROM</u></p> <p>NOUN: CD-ROM OF BOTH ENGLISH & ARABIC OPERATOR MANUALS IN ACCORDANCE WITH C.1.2.2.</p> <p>NOTE: ONE (1) SET OF MANUALS CONSISTS OF ONE (1) COPY OF BOTH THE ENGLISH & ARABIC VERSIONS.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR SAFE DELIVERY TO UMM QASR, IRAQ.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>DELIVERY INFORMATION WILL BE PROVIDED FOR SHIPMENTS TO UMM QASR, IRAQ.</p> <p>DELIVERY SCHEDULE WILL BE IN ACCORDANCE WITH THE "DELIVERY SCHEDULE FOR DELIVERY ORDERS" CLAUSE 41.</p> <p>(End of narrative F001)</p>	EST 1	SE	\$ _____	\$ _____
0362	SECURITY CLASS: Unclassified				
0362AA	<u>HARDWARE - SECOND ORDERING PERIOD</u>	EST 75	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: 10 KW DIESEL GENERATOR, TRAILER MOUNTED, IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS (ATTACHMENT 001), THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002).</p> <p>EACH VEHICLE SHALL BE SHIPPED WITH TWO COMMERCIAL, OFF-THE-SHELF, OPERATOR MANUALS, ONE IN ENGLISH, ONE IN COMMON ARABIC READ BY EVERYDAY PEOPLE IN IRAQ (I/A/W C.1.2). BOTH MANUALS SHALL CONTAIN IDENTICAL INFORMATION. IF BOTH ARE OVERPACKED WITH THE VEHICLE, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. EIGHTY PERCENT (80%) WILL BE PAID UPON ACCEPTANCE OF THE VEHICLE WITH THE ENGLISH VERSION ONLY. THE REMAINING 20% WILL BE PAID UPON ACCEPTANCE OF ARABIC OPERATOR MANUAL FOR EACH VEHICLE.</p> <p>(End of narrative B001)</p> <p>FOB ORIGIN UNIT PRICE \$_____</p> <p>(This unit price must include all of the following costs as required on the pricing questionnaire: base vehicle cost, translation cost for operator manuals, and one-time charge for special setup/non-recurring tooling)</p> <p>FOB DESTINATION UNIT PRICE \$_____</p> <p>(This unit price must include the FOB Origin price plus the transportation/shipment, insurance, security and all other costs per unit)</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR SAFE DELIVERY TO UMM QASR, IRAQ.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>TRANSPORTATION OVER WATER MUST BE ON A U.S. FLAG VESSEL</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>DELIVERY INFORMATION WILL BE PROVIDED FOR SHIPMENTS TO UMM QASR, IRAQ.</p> <p>DELIVERY SCHEDULE WILL BE IN ACCORDANCE WITH THE "DELIVERY SCHEDULE FOR DELIVERY ORDERS" CLAUSE 41.</p> <p>(End of narrative F001)</p>				
2001	SECURITY CLASS: Unclassified				
2001AA	<p><u>ENGLISH SUPPLEMENTAL MANUALS</u></p> <p>NOUN: ENGLISH SUPPLEMENTAL MANUALS IN ACCORDANCE WITH C.1.2.3.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR SAFE DELIVERY TO UMM QASR, IRAQ.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>DELIVERY INFORMATION WILL BE PROVIDED FOR SHIPMENTS TO UMM QASR, IRAQ.</p> <p>DELIVERY SCHEDULE WILL BE IN ACCORDANCE WITH THE "DELIVERY SCHEDULE FOR DELIVERY ORDERS" CLAUSE 41.</p> <p>(End of narrative F001)</p>	UP TO 300	SE	\$ _____	\$ _____
2001AB	<u>ENGLISH SUPPLEMENTAL MANUAL CD-ROM</u>	EST 1	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: ENGLISH SUPPLEMENTAL MANUAL CD-ROM IN ACCORDANCE WITH C.1.2.3.2.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR SAFE DELIVERY TO UMM QASR, IRAQ.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>DELIVERY INFORMATION WILL BE PROVIDED FOR SHIPMENTS TO UMM QASR, IRAQ.</p> <p>DELIVERY SCHEDULE WILL BE IN ACCORDANCE WITH THE "DELIVERY SCHEDULE FOR DELIVERY ORDERS" CLAUSE 41.</p> <p>(End of narrative F001)</p>				
2001AD	<p><u>ARABIC SUPPLEMENTAL MANUALS</u></p> <p>NOUN: ARABIC SUPPLEMENTAL MANUALS IN ACCORDANCE WITH C.1.2.3.2.2</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR SAFE DELIVERY TO UMM QASR, IRAQ.</p> <p>(End of narrative D001)</p>	UP TO 300	SE	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AE	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>DELIVERY INFORMATION WILL BE PROVIDED FOR SHIPMENTS TO UMM QASR, IRAQ.</p> <p>DELIVERY SCHEDULE WILL BE IN ACCORDANCE WITH THE "DELIVERY SCHEDULE FOR DELIVERY ORDERS" CLAUSE 41.</p> <p>(End of narrative F001)</p> <p><u>ARABIC SUPPLEMENTAL MANUAL CD-ROM</u></p> <p>NOUN: ARABIC SUPPLEMENTAL MANUAL CD-ROM IN ACCORDANCE WITH C.1.2.3.2.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR SAFE DELIVERY TO UMM QASR, IRAQ.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>DELIVERY INFORMATION WILL BE PROVIDED FOR SHIPMENTS TO UMM QASR, IRAQ.</p> <p>DELIVERY SCHEDULE WILL BE IN ACCORDANCE WITH THE "DELIVERY SCHEDULE FOR DELIVERY ORDERS" CLAUSE 41.</p> <p>(End of narrative F001)</p>	EST 1	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	SECURITY CLASS: Unclassified				
3001AA	<u>DATA REQUIREMENTS</u> TECHNICAL DATA AS SET FORTH IN CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) HEREINAFTER REFERRED TO AS EXHIBIT A (End of narrative B001)				
A001	<u>PRODUCTION, DELIVERY & SCHEDULE RPT</u> SECURITY CLASS: Unclassified PRODUCTION DELIVERY AND SCHEDULE REPORT IN ACCORDANCE WITH CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) A001 AND C.7 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination	2	MO	\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 17 of 70
	PIIN/SIIN W56HZV-05-R-D036	MOD/AMD	

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-4457 (TACOM)	LONG TERM CONTRACTS - FOB DESTINATION	OCT/1999

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed: 100% to Iraq.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-D036 MOD/AMD	Page 18 of 70
Name of Offeror or Contractor:		

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
SECTION C

C.1 Statement of Work (SOW): This SOW articulates the requirements in support of the Iraqi Supplemental Acquisition - Military (ISAM) program.

C.1.1 Contract Specification: The contractor shall provide trailer mounted, 10 kw diesel generators, in accordance with the specification requirements for CLINs 0361AA and 0361AB for the first ordering period and CLIN 0362AA for the second ordering period and as set forth in Attachment 001. In addition to meeting the specification requirements contained in Attachment 001, delivered items must comply with the Technical Information Questionnaire (TIQ), which is incorporated into the contract as Attachment 002. All generators provided under this contract are expected to operate 4,392 hours per year.

C.1.1.1 Security: The contractor shall be responsible for all security and transportation requirements for the equipment and its personnel until the time of acceptance in Iraq.

C.1.2 Manuals: Each vehicle shall be delivered with two commercial, off-the-shelf operator manuals, one in English, one in common Arabic read by everyday people in Iraq. Both manuals shall contain identical information.

C.1.2.2 Copies: In addition to over packing one copy of both the English version and the translated version of the operator manual, the contractor shall provide an additional quantity of 31 paper copies of both manuals to the FOB Destination Iraq address contained in the first order. In addition, the contractor shall provide CD-ROMs with a copy of both the English version and the translated version of the operator manual.

C.1.2.2.1 Additional Copies: Additional quantities of the English and Arabic Operators Manuals may be ordered during the duration of the two-year IDIQ contract.

C.1.2.3 Supplemental Manuals: Under CLIN 2001AA (English) and CLIN 2001AD (Arabic), the contractor shall provide complete manuals that consist of maintenance, service, repair and operator information.

C.1.2.3.1 Translation: The offeror shall include under CLIN 2001AD the cost of translating the Supplemental Manuals into common Arabic read by everyday people in Iraq. Both manuals shall contain identical information.

C.1.2.3.2 Copies: Under the terms of this Indefinite Delivery, Indefinite Quantity (IDIQ) contract, and CLIN 2001AA, the contractor may provide up to a maximum quantity of 300 Supplemental Manuals. In the event the Government orders the Arabic translated version of these Supplemental Manuals, they will be shipped to the FOB Destination Iraq address contained in the individual order. Additional quantities of the English and Arabic Supplemental Manuals may be ordered during the duration of the two-year IDIQ contract.

C.1.2.3.2.1 CD-ROM: In addition, the contractor shall provide a CD-ROM with a copy of both the English version and the translated version of the Supplemental Manuals.

C.1.2.3.2.2 Arabic Translated Manuals: The Government reserves the right under the terms of this Indefinite Delivery, Indefinite Quantity (IDIQ) contract, and CLIN 2001AD, to order, and the contractor may provide, up to a maximum quantity of 300 translated Supplemental Manuals. There is no minimum guaranteed quantity for these translated Supplemental Manuals.

C.1.2.4 Payment: The contractor shall overpack and ship the operator manual, one in English, one in common Arabic read by everyday people in Iraq, with each vehicle. The contractor shall ship the supplemental manuals described in C.1.2.3 above and in CLINs 2001AA and 2001AD, to the FOB Destination address identified in CLINs 0361AA, 0361AB, and 0362AA. In the event any of the operator manuals are not ready at the time of acceptance of the vehicles at the FOB Point in Iraq, the contractor will receive a payment of 80% of the unit price for CLINs 0361AA, 0361AB and 0362AA. When the English and Arabic translated manuals (if ordered) are accepted by the Government at the FOB Point in Iraq, the contractor will be paid the remaining 20%.

C.1.3 Logistics Support:

C.1.3.1 Recommended Spare Parts List: The list of spares required for routine maintenance during the first year of usage, both scheduled and unscheduled, which will be submitted by the offeror as part of its proposal and as approved by the Government, will be incorporated into the Contract as Attachment 003.

C.1.3.1.1 Spare Parts Package: The contractor shall provide all required spares necessary for routine maintenance as set forth in Attachment 003. The spare parts will be sufficient to support one year of operations for the estimated total first ordering period quantity of 75 each. These spare parts shall be packed in an ISO Container(s) and shipped to the FOB Destination location in Iraq as set forth in CLIN 0361AD. For the purposes of this requirement, offerors shall base the spare requirement on the following mission profile: the trailer are expected to be be driven 2,000 miles per year, the actual generators are expected to operate 4,392 hours a year. Offerors shall base the spares provided on use in climate and topography of Iraq.

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Name of Offeror or Contractor:

C.1.3.1.2 Additional Spare Parts: Under the terms of this Indefinite Delivery, Indefinite Quantity (IDIQ) contract, the Government reserves the right to order, and the contractor shall provide, up to a maximum quantity of 300% of the contractor recommended quantity for each spare part in Attachment 003, at the unit prices set forth in Attachment 003. There is no minimum guaranteed quantity for these additional spare parts.

C.1.3.1.3 Future Spare Parts Support: The contractor and its subcontractors agree to be a source of supply for parts support for the expected life of all equipment provided hereunder. The contractor shall notify the customer in Iraq if a part will become unavailable to support the hardware and provide the customer in Iraq the opportunity to acquire a buy-out quantity or the necessary technical data allowing for separate acquisition to support the equipment.

C.1.4 Systems Integration: All equipment purchased shall be in accordance with the specifications, and function as required by its usage. Therefore, it is the contractors responsibility to insure both the physical interface and seamless operation of the items.

C.1.5 Complete Assembly: At the point of acceptance in Iraq, equipment that is shipped in pieces or requires assembly must be put into final configuration and checked for function by the contractor.

C.1.6 Additional Logistic Support: In order to satisfy basic upkeep of the equipment including warranty support, spare and repair parts support, routine maintenance, and other services, the contractor shall maintain an established dealer within the non-terrorist countries of the southwest Asian region.

C.2 Warranty:

C.2.1 Hand-Off Warranty: Hand-off is defined as transfer of the item to the Iraqi Military by the U.S. Government. Hand-off is anticipated within 60 days of delivery to the U.S. Government. Notwithstanding inspection and acceptance by the US Government of the end items and services provided under the contract, or any provision of this contract concerning the conclusiveness thereof, the Contractor hereby warrants that the vehicles conform to the performance and manufacturing requirements specifically delineated in this contract/specification and will conform to the performance requirements defined in this statement of work. Under this warranty, the Contractor shall be liable for the correction of all failures/defects from final acceptance of the equipment by the U.S. Government up to and including hand-off to the user (i.e. Iraqi Military). All labor to correct hand-off defects will be performed by the contractor at no additional cost.

C.2.2 Material and Workmanship Warranty: The Contractor warrants that the end items will be free from defects in material and workmanship and will conform to the requirements of this contract for the duration of 12 months from the date of Hand-Off as defined above, or after the vehicle has been driven for 30,000 miles per year. This warranty covers all contract items, parts and labor, except for normal wear and tear, accident damage, misuse, alterations, combat damage, damage due to lack of maintenance or use of fluids/lubricants not recommended, and normal maintenance and scheduled service items such as filters, screens, fluids, windshield wipers, and brake shoes. In the event of a failure under this warranty, the contractor shall provide the necessary parts and labor to make repairs within 72 hours of notification, at an Iraqi location designated by the U.S. Government.

C.2.3 Pass-Through Warranties: To the extent the Contractors suppliers normally provide a commercial or trade practices warranty that exceeds the contract warranty, the Contractor shall pass the identical warranty to the Iraqi Military and associated security forces. The Contractor shall provide a list of the warranted parts and assemblies to the Procuring Contracting Officer (PCO) 30 days after contract award, with one copy to the U.S. Government designated in-country representative. The pass-through warranty list shall contain the manufacturer's name, part or assembly nomenclature, manufacturer (vendor or subcontractor) part number, item cost, and the extent (coverage and duration) of the warranty. Actual copies of subcontractor/vendor warranties shall also be provided to the PCO, with one copy to the US Government designated in-country representative, no later than 60 days after contract award.

C.2.4 Warranty Administration: The Contractor shall be responsible for administering all pass-through warranties to the terms of the supplier warranty. Pass-through warranties will start at the time specified by the Contractors suppliers. All remedies which the Government may seek as the result of such pass-through warranties will be brought against the Contractor and the Contractor shall administer such remedies in accordance with the supplier warranty terms and conditions. The cost for the warranty will be included in the price of each item.

C.3 New Material: Only new material shall be provided.

C.4 Export License: The contractor shall obtain all export and other required licenses in order to perform under this contract and meet the delivery schedule set forth herein and under each order placed under the terms of this Indefinite Delivery, Indefinite Quantity (IDIQ) contract.

C.5 Safety: The vehicle shall comply with the laws, standards, and/or policies of the country of their manufacture for export to Iraq, except where Federal Motor Vehicle Safety Standards (FMVSS) are required by the vehicle specification and the proposed contract.

C.6 Entry into Iraq: Contractors must follow the procedures for filling out the necessary paperwork in the Customer User Guide for the Levy Exemption and have copies of the contract in order to get across the border and into Iraq, as set forth in the following Website: www.rebuilding-iraq.net.

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C.7 Progress and Delivery Schedule Report. The contractor shall furnish a status report on the 15th and 30th of each month after contract award, to the government showing the progress of production completion, deliveries made to port and to Iraq. The report shall include Contract Number, Delivery Order Number; Contract Line Item Numbers (CLINs); number of vehicles/machines produced; date scheduled to leave or left port, and scheduled or actual arrival date to Iraq. The contractor shall provide the report in accordance with CDRL A001. In addition, a copy of the DD Form 250, with the signature from the Governments Quality Assurance Representative (QAR) indicating final inspection has been performed, shall be over packed with each vehicle.

*** END OF NARRATIVE C 001 ***

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN W56HZV-05-R-D036 MOD/AMD</p>	<p>Page 21 of 70</p>
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Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.225-7040	CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES	JUN/2005

(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Theater of operations means an area defined by the combatant commander for the conduct or support of specific operations.

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

(1) The Combatant Commander will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations unless the terms of this contract place the responsibility with another party.

- (2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
- (ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
- (iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the Combatant Commander relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) Pre-deployment requirements. The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. military forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

- (1) All required security and background checks are complete and acceptable.
- (2) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-05-R-D036 MOD/AMD</p>	<p style="text-align: center;">Page 22 of 70</p>
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Name of Offeror or Contractor:

specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(3) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center.

(4) Country and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

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Name of Offeror or Contractor:

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(3) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. military forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or exercises designated by the Combatant Commander.

[End of Clause]

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Name of Offeror or Contractor:

2	52.225-4040 (TACOM)	ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED CONTRACTORS	JUN/2005
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(a) In order to maintain accountability of all deployed personnel in the Theater of Operations (see DFARS clause 252.225-7040 for definition), the Contractor shall follow instructions issued by the Army Materiel Commands Logistics Support Element (AMC LSE) or other Contracting Officers designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

(b) The Contractor shall coordinate with the AMC LSE or other Contracting Officers designated representative for logistics support, as follows:

- (1) Upon initial entry into the Theatre of Operations;
- (2) Upon initiation of contract performance;
- (3) Upon relocation of contract performance within the Theatre of Operations; and
- (4) Upon exiting the Theatre of Operations.

[End of Clause]

3 Forty-nine countries that are publicly committed to the Coalition, are as follows:

Afghanistan
Albania
Angola
Australia
Azerbaijan
Bulgaria
Colombia
Costa Rica
Czech Republic
Denmark
Dominican Republic
El Salvador
Eritrea
Estonia
Ethiopia
Georgia
Honduras
Hungary
Iceland
Italy
Japan
Kuwait
Latvia
Lithuania
Macedonia
Marshall Islands
Micronesia
Mongolia
Netherlands
Nicaragua
Palau
Panama
Philippines
Poland
Portugal
Romania
Rwanda
Singapore
Slovakia
Solomon Islands

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Name of Offeror or Contractor:

South Korea
Spain
Tonga
Turkey
Uganda
Ukraine
United Kingdom
United States
Uzbekistan

*** END OF NARRATIVE H 001 ***

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Name of Offeror or Contractor:

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
2	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
3	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
4	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
5	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
6	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
7	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
8	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	APR/1984
9	52.247-29	F.O.B. ORIGIN	JUN/1988
10	52.247-34	F.O.B. DESTINATION	NOV/1991
11	52.247-48	F.O.B. DESTINATION -- EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
12	52.247-54	DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS	MAR/1989
13	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
14	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
15	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
16	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
17	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
18	252.225-7013	DUTY-FREE ENTRY	JAN/2005
19	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
20	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
21	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JUL/2005

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

x (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

[x] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

[x] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(4)

[] (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

[] (ii) Alternate I (Mar 1999) of 52.219-5.

[] (iii) Alternate II (June 2003) of 52.219-5.

(5)

[] (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-6.

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[] (iii) Alternate II (Mar 2004) of 52.219-6.

(6)

[] (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-7.

[] (iii) Alternate II (Mar 2004) of 52.219-7.

[x] (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)

[x] (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637 (d)(4)).

[] (ii) Alternate I (Oct 2001) of 52.219-9.

[] (iii) Alternate II (Oct 2001) of 52.219-9.

[] (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

(10)

[] (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jul 2005)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[] (ii) Alternate I (June 2003) of 52.219-23.

[x] (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[x] (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

[x] (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

[x] (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

[x] (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[x] (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

[x] (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

[x] (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

[x] (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

[] (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(22)

[] (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

[] (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[] (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

(24)

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[] (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

[] (ii) Alternate I (Jan 2004) of 52.225-3.

[] (iii) Alternate II (Jan 2004) of 52.225-3.

[] (25) 52.225-5, Trade Agreements (Jan 2005)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[x] (26) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).

[] (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).

[] (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[x] (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

[] (32) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

[] (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

[] (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

(35)

[] (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

[] (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR

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Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[End of Clause]

22	52.216-18	ORDERING	OCT/1995
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through two years from date of contract award.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

23	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than -1-, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. For CLINs 0361AA, 0361AB, and 0362AA, the Contractor is not obligated to honor--

(1) Any order for a single item in excess of 75.

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(2) Any order for a combination of items in excess of 150; or

(3) A series of orders from the same ordering office within thirty days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

24 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 3 1/2 years from date of contract award.

[End of Clause]

25 252.211-7003 ITEM IDENTIFICATION AND VALUATION JUN/2005

[Note: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for items listed in paragraphs (c)(1)(ii) of the clause. Unique item identification marking is also required for all items delivered under the contract for which the government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(iii). In the event that the government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid>]

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

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Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html> .

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

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Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html .

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for

(i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number: -1-

Item Description: -2-

(iii) Subassemblies, components, and parts embedded within delivered items, specified as follows, or in Attachment -3- .

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm> ; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

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- (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number.
- (6) Lot or batch number.
- (7) Current part number (if not the same as the original part number).
- (8) Current part number effective date.
- (9) Serial number.
- (10) Governments unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number.**
- (7) Lot or batch number.**
- (8) Current part number (if not the same as the original part number).**
- (9) Current part number effective date.**
- (10) Serial number.**
- (11) Unit of measure.
- (12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

[End of Clause]

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(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

[x] 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

[x] 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

[x] 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

[] 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

[] 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

[x] 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

[x] 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

[] 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

[x] 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) ([] Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).

[x] 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

[] 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

[] 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

[] 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) ([] Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

[] 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

[x] 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

[x] 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

[x] 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

[x] 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

[x] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

[x] 252.247-7023 Transportation of Supplies by Sea (MAY 2002) ([] Alternate I) (MAR 2000) ([] Alternate II) (MAR 2000) ([] Alternate III) (MAY 2002) (10 U.S.C. 2631).

[x] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

x 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

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- x 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- x 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

27 52.211-16 VARIATION IN QUANTITY APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

ZERO percent increase; and
ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

28 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS SEP/2005

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

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- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor

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shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the

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agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

[End of Clause]

29 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

30 252.204-7004 ALTERNATE A NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

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(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

31 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

32 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING JUN/2004
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aa.is.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft* 2002 Office Products (TACOM can currently read Office 2002* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM

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(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

33 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

34 52.246-4006 INSPECTION POINT: ORIGIN ACCEPTANCE POINT: DESTINATION FEB/1995
(TACOM)

The Government's inspection of the supplies offered under this order shall take place at ORIGIN. The Government's acceptance of the supplies offered under this order shall take place at DESTINATION. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

Contractor's Plant: _____
(Name and Address)

Subcontractor's Plant: _____
(Name and Address)

[End of Clause]

35 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 MAR/2005
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:
DD250@tacom.army.mil

If Wide Area Workflow (WAWF) is used, the .pdf format version of the Material Inspection and Receiving Report from WAWF will be submitted.

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7788 and

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use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmision. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

[End of Clause]

36	52.246-4028	INSPECTION POINT: ORIGIN	FEB/1994
	(TACOM)		

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: _____

(Name)

(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT: _____

(Name)

(Address) (City) (County) (State) (Zip)

[End of Clause]

37	52.247-4005	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT	AUG/2003
	(TACOM)		

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government/Commercial Bills of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

38	52.247-4010	TRANSPORTATION DATA FOR FOB ORIGIN OFFERS	FEB/1994
	(TACOM)		

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(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

- [] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

_____ (NAME)	_____ (LOCATION)
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(3) Facilities for shipping by water

- [] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

- [] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:_____/Unit MOTOR:_____/Unit WATER:_____/Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]

39	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	AUG/2005
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Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The

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quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

[End of Clause]

40 52.247-4458 GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION SEP/2000
(TACOM)

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

(1) Unit Package:

(i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

(ii) Unit Package Exterior Size/Weight of Unit Package with contents:

Length_____ x Width_____ x Depth _____(expressed in inches)/Weight expressed in _____ pounds

(2) Shipping Container:

(i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:

Length, _____ x Width, _____ x Height,_____ (expressed in feet and inches)

(ii) Number of unit packages per shipping container _____ each

(iii) Gross weight of Shipping container and contents _____ Lbs.

(3) Unitized Loads:

(i) Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [] No []; describe: _____.

(ii) Number of Shipping containers per pallet/skid _____ each.

(iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials _____ Lbs

(iv) Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:

Length, _____ x Width, _____ x Height,_____ (expressed in feet and inches)

(v) Gross Weight of Unit Load _____ Lbs;

[End of Clause]

41 DELIVERY SCHEDULE FOR DELIVERY ORDERS

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

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Name of Offeror or Contractor:

(1) For subsequent delivery orders, start deliveries as set forth below in subparagraph (b). Continue delivering every thirty days, if necessary, until all items are delivered.

(i) You can deliver more than the maximum number of units every thirty days at no additional cost to the Government.

(2) Contractor is required to deliver its shipment on an FOB Destination basis as provided in FAR 52.247-34 by the time specified in the individual delivery order.

(3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

- (1) CLIN 0361AA: I WILL DELIVER THE MINIMUM GUARANTEED QUANTITY OF 19 EACH ____DAYS AFTER RECEIPT OF DELIVERY ORDER (DARO)*
- (2) CLIN 0361AA/0362AB: DELIVERIES ON SUBSEQUENT DELIVERY ORDERS ____ DARO.**
- (3) CLIN 0361AA: I WILL DELIVER A QUANTITY OF ____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER A MAXIMUM OF ____UNITS EVERY 30 DAYS.
- (4) CLIN 0361AC: I WILL DELIVER A QUANTITY OF 31 SETS OF ENGLISH/ARABIC OPERATOR MANUALS ____ DARO.
- (5) CLIN 0361AD: I WILL DELIVER THE SPARE PARTS PACKAGES WITHIN ____ DARO.
- (6) CLIN 0361AE: I WILL DELIVER THE CD-ROM OF BOTH ENGLISH AND ARABIC OPERATOR MANUALS WITHIN ____ DARO.
- (7) CLIN 2001AA: I WILL DELIVER A QUANTITY OF ____ SETS OF ENGLISH SUPPLEMENTAL MANUALS EVERY 30 DAYS STARTING ____ DARO.
- (8) CLIN 2001AB: I WILL DELIVER THE ENGLISH SUPPLEMENTAL MANUAL CD-ROM WITHIN ____ DARO.
- (9) CLIN 2001AD: I WILL DELIVER A QUANTITY OF ____ SETS OF ARABIC SUPPLEMENTAL MANUALS EVERY 30 DAYS STARTING ____ DARO.
- (10) CLIN 2001AE: I WILL DELIVER THE ARABIC SUPPLEMENTAL MANUALS CD-ROM WITHIN ____ DARO.

* This number must be consistent with the number in the CLIN Schedule, 0361AA, "Contractor Proposed Delivery Schedule"
 ** Offerors are advised that additional orders may be placed after there has been, or will be a break-in-production. The Offeror should treat this subsequent delivery order date as a completely separate event.

LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CDRL A001 - PRODUCTION SCHEDULE AND DELIVERY REPORT &DID	17-OCT-2005	002	ELECTRONIC
	MGMT-20227 (O)			IMAGE
Attachment 001	SPECIFICATION	17-OCT-2005	002	ELECTRONIC
				IMAGE
Attachment 002	TECHNICAL INFORMATION QUESTIONNAIRE (TIQ)	17-OCT-2005	002	ELECTRONIC
				IMAGE
Attachment 003	SPARE PARTS PACKAGE (TO BE ADDED AT TIME OF AWARD)	17-OCT-2005	001	ELECTRONIC
				IMAGE
Attachment 004	DELIVERY QUESTIONNAIRE	17-OCT-2005	003	ELECTRONIC
				IMAGE
Attachment 005	PRICING QUESTIONNAIRE	17-OCT-2005	003	ELECTRONIC
				IMAGE
Attachment 006	SMALL BUSINESS QUESTIONNAIRE	17-OCT-2005	002	ELECTRONIC
				IMAGE

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Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

[End of Provision]

3	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	JAN/2005
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(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations

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and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without

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discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--\

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(1) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

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- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

[End of Provision]

4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Alt I MAR/2005
dated Apr 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

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(1) That is at least 51 percent owned by one or more women or; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer identification number (TIN)

- ☐ TIN:_____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal government;

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent:
- ☐ Name and TIN of common parent:
Name_____
TIN_____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is ☐ is not a small business concern.

(2) Veteran-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents as part of its offer that it (check one) ☐ is ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision. The offeror represents as part of its offer that it (check one) ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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(5) Women-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it [] is [] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than a small business concern). Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it [] is [] is not a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs). The offeror represents as part of its offer that it [] is [] is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

<u>Number of Employees</u>	<u>Gross Revenues</u>
[] 50 or fewer	[] \$1 million or less
[] 51 - 100	[] \$1,000,001 - \$2 million
[] 101 - 250	[] \$2,000,001 - \$3.5 million
[] 251 - 500	[] \$3,500,001 - \$5 million
[] 501 - 750	[] \$5,000,001 - \$10 million
[] 751 - 1,000	[] \$10,000,001 - \$17 million
[] Over 1,000	[] Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either-

- (A) It [] is [] is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It [] has [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the

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representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

- [] Black American.
- [] Hispanic American.
- [] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [] Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--

- (1) Previous Contracts and Compliance. The offeror represents that--
- (i) It [] has [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It [] has [] has not filed all required compliance reports.

- (2) Affirmative Action Compliance. The offeror represents that--
- (i) It [] has developed and has on file [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
- (ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-05-R-D036 MOD/AMD</p>	<p style="text-align: center;">Page 53 of 70</p>
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Name of Offeror or Contractor:

(2) Foreign End Products: [List as necessary.]

LINE ITEM NO.:_____ COUNTRY OF ORIGIN:_____

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act.

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products: [List as necessary]

LINE ITEM NO.:_____ COUNTRY OF ORIGIN:_____

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act" The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. Other Foreign End Products: [List as necessary]

LINE ITEM NO.:_____ COUNTRY OF ORIGIN:_____

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products

LINE ITEM NO.: [List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "'Buy American Act--Free Trade Agreements--Israeli Trade Act'": [List as necessary] Canadian or Israeli End Products

LINE ITEM NO.:_____ COUNTRY OF ORIGIN:_____

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "'Trade Agreements.'"

(ii) The offeror shall list as other end products those end products that are not U.S -made or designated country end products.Other End Products [List as necessary]

LINE ITEM NO.:_____ COUNTRY OF ORIGIN:_____

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are

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insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have ☐ have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product: _____
Listed Countries of Origin: _____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-- Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certifica-tion(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

[End of Provision]

5 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (ALTERNATE I, OCT 1998) OCT/1998

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

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Name of Offeror or Contractor:

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

____ (i) () It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

____(ii) () It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ()_For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(3) Address. The offeror represents that its address () is,
() is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at:

<http://www.arnet.gov/References/sdbadjustments.htm>

The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administrations register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

6 52.247-45 F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION APR/1984
Offers are invited on the basis of both F.O.B. origin and F.O.B. destination, and the Government will award on the basis the Contracting Officer determines to be most advantageous to the Government. An offer on the basis of F.O.B. origin only or F.O.B. destination only is acceptable, but will be evaluated only on the basis submitted.

(End of provision)

7 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS JUN/2005
(a) Definitions.

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Name of Offeror or Contractor:

As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

_____Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

8 252.223-7001 HAZARD WARNING LABELS

DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

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(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert <u>None</u> .)	ACT
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Provision]

9	52.204-4007	OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE	MAR/2001
	(TACOM)		

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
<http://www.ccr2000.com/>

[End of Provision]

10	52.212-4003	ALL OR NONE--COMMERCIAL ITEM ACQUISITION	SEP/1996
	(TACOM)		

This provision serves as an addendum that modifies paragraph (h) of FAR 52.212-1, entitled INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS. Paragraph (h) is modified to say that you must offer to provide the total quantity of the items in this solicitation. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL NOT BE CONSIDERED FOR AWARD

11	52.215-4010	AUTHORIZED NEGOTIATORS	JAN/1998
	(TACOM)		

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
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[End of Provision]

12 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of provision]

13 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993
(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute

Name of Offeror or Contractor:

for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

- (1) During our review of the specification or technical data package in this solicitation, we--
- ☐ have

☐ have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

- (2) Further, in our review of the specification or technical data package in this solicitation, we--
- ☐ have

☐ have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

- One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.
- The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

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[End of Provision]

14 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM MAY/2000
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-AQ-C (Ms. Shepherd)
MAIL STOP 309
Warren, MI 48397-5000

shepherl@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- i. TACOM solicitation number;
- ii. Name of PCO;
- iii. Problem description;
- iv. Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax number: (703) 806-8866/8875

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

(end of clause)

15 52.246-4037 COMMERCIAL WARRANTY INFORMATION OCT/1996
(TACOM)

(a) If the items you are offering us normally are provided with a warranty when sold to other customers, we expect the same warranty coverage if we award you a contract as a result of this solicitation. In that event we will need the details of your warranty, so we'd like some warranty information as part of your response to the solicitation. You may do so either by attaching a standard brochure or information sheet, or by filling out the following. If you are providing warranty data in the form of a brochure or information sheet, please check the following box, and then fill in additional information below only to the extent that it isn't already covered in the material you are attaching.

Name of Offeror or Contractor:

() Warranty data is covered in attached information sheet, entitled: _____

(b) Please tell us about your warranty:

(1) How long is the warranty period? (If you do not give a warranty on the item you are offering us in this bid or proposal, just enter NONE, and then skip to paragraph (6) below.)

(2) Does the warranty run strictly in terms of time after the sale, or does it also expire based upon usage of the item (for example, after X hours of operation, or after Y miles driven)?

(3) What does the warranty cover? Does it cover all failures in the item during the warranty period, or are there exclusions?

Does the warranty cover replacement parts only, or is labor included as well?

(4) How does the warranty start? Does it begin automatically, after acceptance by the customer, or must the customer submit a card or other documentation to begin the warranty coverage?

(5) Do you have any methodology for delayed start of the warranty period (such as if TACOM buys the items and stores them for three months before issuing them to the field users)?

(6) Is 100% of the warranty coverage provided by you, or are any components covered by pass-through warranties from their manufacturers, which might require us as a customer to deal directly with someone other than you on a warranty claim?

() No pass-through warranties will apply: all warranty coverage is provided and administered by us.

() Yes, pass-through warranties will apply, on the following, which would require warranty claims to be submitted directly to another company on these items:

COMPONENT/SUBSYSTEM	WARRANTY DURATION
---------------------	-------------------

(7) Where do customers make a claim against the warranty? Must a claim be filed in a central location first, or can the defective item be taken to any authorized dealer? If the latter, who are the authorized dealers?

(8) When making a claim, how must we identify the item as being within the warranty period? (This concerns us because the field users of this equipment work at geographically dispersed sites, where proof of purchase will not be available.)

(9) What circumstances, if any, will void the warranty?

(10) Is an extended warranty available?

- () Yes
- () No

If an extended warranty is available, what is the cost of the extra coverage, and what are its terms?

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NOTE: IN ADDITION TO THIS CLAUSE, PAY SPECIAL ATTENTION TO L.1.1 PROPOSAL INSTRUCTIONS, FORMAT AND CONTENT

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(1) Files readable using these Office XP or Microsoft* 2002 Office Products (TACOM can currently read OFFICE 2002* and lower): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are not acceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to a minimum of 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.
NOTE (Compression): NO FILES may be submitted in compressed form using Winzip*, or an other self-extracting files. These are temporarily not acceptable due to computer worm/virus problems.
NOTE (Hyperlinks): Documents [submitted using any of the above formats] must not contain active links (hyperlinks) to any other documents that are not contained in the proposal. This includes links to live Internet web sites or web pages. All linked information must be contained within your electronic offer and be accessible offline.
NOTE (Macros): The virus scanning software used by our email systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email offer to be quarantined. In that event subparagraphs (f) and (g) apply.

(b) Acceptable media: E-MAIL ONLY. The only method to submit your offer is via e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]" etc. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(c) Lateness rules for submissions are outlined in FAR 52.212-1, "Instructions to Offerors--Commercial Items", listed in Section K of this solicitation. Pay particular attention to paragraph (f) of that clause as it relates to the timing of e-mail submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(e) Electronic e-mail offers must include, as a minimum:

(1) The SF1449 cover sheet filled out. SIGNATURE: per (b)(1) above, this SF1449 cover sheet must be signed and included electronically. The E-mailed offer must also include a signed SF1449 cover sheet that can be scanned. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: DESTINATION TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) ATTACHMENTS 001-006 - These files, which are inclusive of the specifications and questionnaires, must be kept in their original file format when sent as part of your e-mail offer.

(4) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(5) Any other information required by the solicitation.

(6) SF1449 AND AMENDMENTS - When sending your email package, you must acknowledge and sign the first page of the SF1449 for any and all amendments to this solicitation

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

*Registered trademark

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[End of Provision]

*** END OF NARRATIVE K 001 ***

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

SECTION L

L.1 Proposal Instructions, Format and Content

L.1.1.1 Proposal Instructions. The proposal should be accompanied by an electronic cover letter (letter of transmittal) which will be the body of the e-mail response to this solicitation, to identify all enclosures being transmitted in the message. Extreme care and attention should be given to ensure that all required items are included in the proposal. The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore the Offerors initial proposal should contain the Offerors best terms from a technical, delivery, and price standpoint. However the Government reserves the right to conduct discussions in any phase of the evaluation if the Contracting Officer later determines them to be necessary.

L.1.1.2 Proposal Format. The proposal shall be submitted in the formats and quantities set forth in this section. Section M sets forth evaluation criteria and their relative order of importance to the Government. All proposals shall be in English (American Standard) and all prices shall be in US dollars. Each section of the proposal shall be separable to facilitate review by the Government (see L.2.1 Volume I, L.2.2 Volume II, L.2.3 Volume III, L.2.4 Volume IV, and L.2.5 Volume V).

L.1.2 Submission Due Dates. See SF1449, Block 8. All times are Eastern Daylight Time (EDT).

L.1.3 Lateness. The lateness rules for submitted proposals are outlined in FAR 52.212-1 Instructions to Offerors - Commercial Items, as incorporated in this solicitation.

L.1.4 Electronic Copies

L.1.4.1 Offerors must submit one electronic copy and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:

- (i) Files in either Microsoft Office 2000 or Office XP: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
- (ii) Files in Adobe PDF (Portable Document Format). Scanners must be set to 200 dpi.
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within the electronic offer and be accessible offline.
- (iv) Each proposal volume shall be submitted together within the same file

L.1.4.2 Acceptable Media. Per Section K.1(b): E-MAIL ONLY. The only method to submit your offer is via e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]" etc. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

L.1.4.3 Unreadable Offers. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers:

(c) If any portion of a proposal received by the contracting officer electronically or by facsimile is unreadable, the contracting officer immediately shall notify the Offeror and permit the Offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the Offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness under FAR 15.208 <<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/15.htm>>(a), provided the Offeror complies with the time and format requirements for resubmission prescribed by the contracting officer.

L.1.4.4 Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph L.1.4.3 above.

L.1.5 Paper Copies. Paper copies will not be accepted.

L.1.6 Proposals shall conform to the requirements of this solicitation; no alternate proposals will be considered in this procurement.

L.2 Proposal Content. Proposals shall be submitted electronically in five Volumes identified below.

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L.2.1 Volume I - Technical Area Volume.

Offerors shall fully substantiate their ability to provide the supplies and services in accordance with contract requirements (Attachment 001, Specification). This information shall consist of the following:

1. The Offeror shall fill in the questionnaires found in Attachment 002, Technical Information Questionnaires (TIQs), for the 75 vehicles in the first ordering period identified in Schedule of Supplies/Services, to also include identification of a dealer in the region. Failure to provide any of the information required by Attachment 002 may render your proposal ineligible for award.
2. The Offeror shall electronically submit commercial literature, and may electronically submit additional technical information, commercial literature, or other supporting data which demonstrates that their product meets the contract specification requirements (Attachment 001).
3. For each item of equipment contained in Section C, the offeror shall submit a list of spares required for routine maintenance during the first year of usage. This list will be incorporated into any resultant contract as Attachment 003.

L.2.2 Volume II - Delivery Area Volume

L.2.2.1 The Offeror shall complete Attachment 004, by filling in its proposed delivery schedule for the guaranteed minimum quantity of vehicles to be delivered to Iraq. This proposed schedule shall be identical to the delivery schedule set forth by the contractor in Section B. Offerors are advised that any inconsistency between the proposed delivery schedule set forth in Section B and in the proposed delivery schedule set forth in Attachment 004, Delivery Questionnaire may be considered to lack credibility and will be assessed accordingly.

L.2.2.2 In addition to the Offerors proposed delivery schedule, completion of the Delivery Questionnaire in Attachment 004 will require the offeror to provide substantiating information which confirms the achievability of the Offerors proposed schedule, either as a Manufacturer or as a Dealer/Distributor. Offerors are advised that Attachment 004 questionnaires require the offeror to identify Points of Contact in order for the Government to verify certain proposal information. These Points of Contact must speak English and be readily available either by telephone or by email. In the event the Government cannot contact these Points of Contact, validation of the Offerors proposal may be considered to lack credibility and will be assessed accordingly.

L.2.3 Volume III - Small Business Participation Area

L.2.3.1 All Offerors, including Offerors who are either (1) themselves U.S. small business concerns based on the NAICS code assigned to this requirement, or (2) non-U.S. based foreign firms, are to identify the extent to which U.S. small business concerns would be utilized as first tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined (1) in FAR 19.002 and (2) by the criteria and size standards in FAR 19.102 for the applicable North American Industry Classification System Code. U.S. small business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZone SB), woman-owned small businesses (WOSBs), veteran-owned/service-disabled small businesses (VOSBs), and historically black colleges/universities and minority institutions (HBCU/MIs).

L.2.3.1.1 If the prime Offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), is itself a U.S. small business concern, the Offerors own participation, as a SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI, will also be considered small business participation for the purpose of this evaluation. In this event, the extent of prime Offeror participation as a U.S. small business concern shall be detailed, as described below, in the same manner as subcontracts to first tier U.S. small business concerns.

L.2.3.2 Small business concern participation for the base year, as well as for each option period/out-year (if any), shall be identified in a table format substantially as follows (note the numbers in this table are sample numbers):

BASE YEAR			
BUSINESS CATEGORY	DOLLAR AMOUNT	% OF SB PARTICIPATION	
Total (LG +SM)		\$43.00M	100.00%
SB		\$10.00M	23.25%
SDB		\$2.15M	5.0%
WOSB		\$2.36M	5.50%
VOSB		\$0.30M	0.69%
HUBZone SB		\$1.00M	2.32%
HBCU/MI		\$0.15M	0.35%

*Include 1st tier subcontractors only; interdivisional transfers are considered subcontracts; include prime offeror participation if the prime is a U.S. small business concern.

L.2.3.3 All Offerors, regardless of size and whether the Offeror is a U.S. or non-U.S. firm, are to provide (individually for each base year and for each option/out year, if any), the names of small business concerns (including the prime Offeror if a small business concern) who would participate in the proposed contract; the small business classification of each small business concern (i.e., SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI); a short description of the specific components to be produced or services to be provided by each small business concern; and the estimated total dollars for each product or service. This data shall be provided in a table

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format substantially as follows (note the numbers and the descriptions in this table are samples):

BASE YEAR	Name of	Description of	
SB Concern	SB Classification(s)	Product/Service	Total Dollars
ABC Co.	SB	Wire	\$0.50M
ABC Co.	SB	Plating	\$0.75M
EFG Inc. (Prime)	SB, WOSB, VOSB	Circuit Cards	\$1.20M

L.2.3.4 As defined below, Offerors shall also provide the following:

L.2.3.4.1 Offerors who ARE either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) a firm who has previously performed a Contract containing FAR 52.219-9, are to provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. This data shall include contracts performed over the last three (3) calendar years. Firms that have never held a contract incorporating FAR 52.219-9 shall so state.

L.2.3.4.2 All Offerors who ARE NOT either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) any firm who has previously performed a Contract containing FAR 52.219-9, shall substantiate their proposed approach to meeting the requirements of FAR 52.219-8. Substantiation may include providing (1) a description of the Offerors performance over the past three calendar years, in complying with the requirements of FAR 52.219-8 (Note: if the Offeror has not performed a contract over the past three years which included FAR 52.219-8, shall so state); (2) a description and available documentation of any methods or techniques used to promote small business participation; (3) any listings of U.S. small business concerns who are subcontracting candidates; (4) the internal procedures used to monitor small business participation during contract performance; and/or (5) any other information substantiating that the Offeror will satisfy the requirements of FAR 52.219-8.

L.2.4 Volume IV - Price Area

L.2.4.1 The Price Area shall clearly identify the proposed unit prices for the minimum guaranteed quantity on CLIN 0231AA and for estimated quantities on CLINs 0361AB, 0361AC, 0361AD, 0361AE, 0362AA, 2001AA, 2001AB, 2001AD, 2001AE, and A001.

L.2.4.2 The Offerors shall submit pricing information for evaluation of realism and reasonableness by completing the form located at Attachment 005, Pricing Questionnaire, and submitting in its electronic Volume IV.

a. The Pricing Questionnaire requires the Offerors to propose pricing based on FOB Destination Iraq basis. Offerors shall be based on use of U.S. Flag vessels for all transportation over water. The offeror is responsible for all insurance and security costs in addition to normal transportation charges.

b. The Pricing Questionnaire includes a Sample Schedule Sheet for the Spare Parts Package. The offeror shall provide information as to how the unit prices for the parts on this list were established (e.g. catalog, most favored customer prices, etc.). The offeror may use this table template, or may use a method which accomplishes the same result --- e.g. Excel Spreadsheet or some other list or table, as long as the offeror's submission contains each of the data fields delineated in Attachment 005.

c. All prices shall be stated in U.S. dollars only. All prices shall include all costs to perform the contract including any applicable taxes, duties, fees, security until U.S. Government acceptance, transportation costs, etc. No currency adjustment provisions will be contained in any resulting contract.

d. Contract Type is Firm Fixed Price. All pricing submitted herein is for a Firm Fixed Price over all the ordering periods involved.

f. The offeror shall provide the basis for establishing the proposed prices, including any offered discounts, established catalogs, price lists, or other verifiable and established records tht are regularly maintained by the vendor, and are published or otherwise available for customer inspection. The Government reserves the right, as clarifications under FAR 15.306(a), to request additional information necessary to make a determination of price reasonableness.

g. The offeror can include the cost of translating the Operator's manual into common Arabic read by everyday people in Iraq, into each vehicle, or just the minimum order quantity. However, only the minimum order quantity of vehicles is guaranteed to be ordered. If additional orders are placed, the order will be based on the total unit price without translation cost, other than the normal copy or reproduction cost.

L.2.5 Volume V - Contract

L.2.5.1 In Volume V, all Offerors shall submit:

a. Electronic copies of their signed SF1449. The SF 1449 shall include all sections of the solicitation, including the Schedule of

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Supplies/Services with completed prices and their proposed delivery schedule (see RFP section Delivery Schedule for Delivery Orders, FAR 52.247-4457).

b. Offerors, except for U.S. small business concerns, shall submit their Small Business Subcontracting Plan in accordance with FAR 52.219-9.

c. Representations and Certifications (Section K)

d. Unless otherwise specifically stated in the Contract Volume, the Government will assume the offeror has accepted all RFP requirements, terms and conditions. (Note: Offerors are cautioned that including exceptions in their offer may result in the offer being made ineligible for award, particularly given that it is the intent of the Government to award without discussions).

L.2.6 Restriction on Disclosure of Data.

L.2.6.1 If the Offeror wished to restrict the disclosure or use of its proposal, the legend permitted by FAR 52.215-1(e) shall be used. Per FAR 52.215-1, found within the provision Instructions to Offerors-Competitive Acquisition,

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Governments right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets); and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

L.2.6.2 Individual subcontractor/vendor proprietary information may be submitted via separate binders/CDs. The information contained in these binders/CDs must be referenced (by binder title, page, and section number as appropriate) within the main proposal where the information would have been included if it were not subcontractor/vendor proprietary. The information in these separate binder/CDs is subject to all other requirements of the RFP and must be well marked to clearly indicate any special handling instructions.

L.3 Dealership Support in Southwest Asia

The RFP requires the contractor to have an established dealer within the non-terrorist countries of the Southwest Asian region to satisfy basic upkeep of the vehicles, including warranty support, spare and repair parts support, routine maintenance, and other services excluding major repair work, all Offerors shall identify the name and location, address, phone number, e-mail address, and a Point of Contact for the dealer who will provide this support. Note: The Point of Contact must be able to communicate in English in the event the Government elects to contact them to confirm your claim that they will be your dealer for this contract. This will be a consideration under the Technical Area, as an acceptable/non acceptable item, and will be addressed in the evaluation of that Area (<http://www.state.gov/s/ct/cl4151.htm>)

L.4 Type of Contract

The Government contemplates award of a Firm-Fixed Price 2-Year Indefinite Delivery/Indefinite Quantity Contract resulting from this solicitation.

*** END OF NARRATIVE L 001 ***

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EVALUATION FACTORS FOR AWARD

SECTION M

M.1 Source Selection Process

Source Selection Authority. The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for the contract award.

Source Selection Evaluation Board (SSEB). An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria listed for this solicitation. Careful, full, and impartial consideration will be given to all proposals received in response to this solicitation.

Two-step Evaluation Process. The evaluation of proposals in response to this solicitation is structured in two phases. Phase I is an evaluation of the Offerors technical proposal. This evaluation will be on an acceptable/not acceptable basis. Any Offerors proposal assessed as not acceptable in Phase I will no longer be considered for award.

Under Phase II of the evaluation process, those proposals found acceptable under the Phase I evaluation, will be evaluated using a tradeoff process to determine which proposal is most advantageous to the Government.

The Government intends to award a contract without discussions, but reserves the right to hold discussions, if necessary. Where award will be made without discussions, exchanges with Offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the Offerors initial proposal should contain the Offerors best terms from a technical, delivery and price standpoint.

M.2 Evaluation Factors for Award

a. Phase I Evaluation.

Technical Area. Phase I will be an acceptable/not acceptable evaluation of the Technical proposal meeting the contract specification (Attachment 001). The determination of "acceptable" will be based on an evaluation of the technical proposal against the following definition:

An "Acceptable" Technical proposal is a proposal where there is essentially no doubt, based on the Offeror's proposal, that the offered supplies will meet each of the specification requirements. This assessment will be performed using the information contained in the Technical Information Questionnaire, as well other information supplied by the Offeror to support conformance of the supplies to each specification requirement.(e.g. commercial literature, vendor data, narrative descriptions of conformation to specification requirements, test data, etc).

NOTE: Technical performance beyond the minimum acceptable, as defined above, will not be given extra evaluation credit.

Under the Technical Area evaluation, the Government will also assess the Offerors proposal to have a dealer available to support the hardware being delivered. This will be done on an acceptable/not acceptable basis, and will be based upon the information provided by the Offeror. To be acceptable, the Offerors submitted information must demonstrate the availability of a dealer meeting the requirement stated in the Technical Information Questionnaire (Attachment 002).

b. Phase II Evaluation.

Phase II of the evaluation is a best value process utilizing source selection tradeoff procedures, to select the most advantageous offer from among those Phase I proposals assessed as acceptable. Under Phase II, the SSA will weigh the merits in the Delivery Area and the Small Business Participation Area against the evaluated price to the Government to determine which proposal, in the SSAs judgment, represents the best value. The Technical Area proposal will not be considered in the Phase II best value award decision. As part of the tradeoff determination of best value, the relative advantages, disadvantages, and risks of each proposal will be considered.

The Delivery Area is more important than the Price Area. The Price Area is more important than the Small Business Area. The Delivery Area and the Small Business Area combined are more important than the Price Area.

Delivery Area. The Delivery Questionnaire, as completed by the Offeror, forms the primary basis for the Governments evaluation of Delivery. The Governments assessment of the Offerors delivery capability may also include inquiry of identified points of contact, on-site visits to proposed performance locations, and internet searches. Your offer will be evaluated on the basis of a single date for completion of delivery of the minimum guaranteed quantity to the FOB Destination point in Iraq, Umm Qasr.

The Delivery Area evaluation will assess the extent to which contract hardware deliveries under CLIN 0361AA satisfy the objective

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delivery schedule for the guaranteed minimum quantity of Indefinite-Delivery Indefinite-Quantity (IDIQ) contract deliverables. The guaranteed minimum quantity is identified in the CLIN Schedule. The Delivery Area evaluation will also assess the level of risk in achieving the objective delivery date. For the purpose of this RFP, the objective delivery date for the guaranteed minimum quantity is 120 days after receipt of order (DARO). The Delivery Area evaluation will be performed using the information provided in the Delivery Questionnaire and any other validated information gathered by the Government.

Small Business Participation Area. This provision applies to every Offeror (U.S. and non-U.S.), regardless of size-status or location of its manufacturing facility or headquarters.

The Government will evaluate the extent of small business concern participation in terms of the percentage of total subcontracted dollars which the Offeror credibly proposes to subcontract to U.S. small business concerns (Small Business, Small Disadvantaged Business, Woman-Owned Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business and/or Historically Black Colleges and Universities/Minority Institutions) in the performance of the contract. For the purpose of this evaluation, the extent of prime Offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the Offeror is a U.S. small business concern, for the NAICS code applicable to this solicitation, will also be considered small business participation.

The evaluation will include the following:

1. The extent to which the proposal identifies participation of U.S. small business concerns (to include, as described above, the participation of the Offeror if it is a U.S. small business concern). The extent of participation of such concerns shall be evaluated in terms of the percentage of the total subcontract amount (to include, as described above, the participation of the Offeror if it is a U.S. small business concern).

2. An assessment of the probability that the Offeror will satisfy the requirements of FAR 52.219-8 and FAR 52.219-9 (as applicable to the Offeror) and achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon both:

- a. A proposal risk assessment of the Offeror proposed Small Business Participation Approach; and
- b. A performance risk assessment of prior achievements in satisfying commitments and requirements under FAR 52.219-8 and FAR 52.219-9, if applicable.

3. Offerors are advised that they will be evaluated under the Small Business Participation Area based upon the risk and extent of the Offeror credibly achieving the Governments goals for U.S. small business concern participation .

The statutory U.S. Government goals for small business participation are:

- 23% Small Business
- 5% Small Disadvantaged Business
- 5% Woman-Owned SB
- 3% HUBZone SB
- 3% Service Disabled Veteran-Owned SB

Goals for evaluation include:

- *Small business concern participation (including all subcategories of small business concerns) of 10% or more; and
- *U.S. small disadvantaged business concern participation of 2.2% or more.

Price Area. The Price Area will be assessed based upon total evaluated price to the Government to include an assessment of price reasonableness, realism and affordability to the Government.

Realism measures "does the proposal price accurately reflect the Offeror's approach in meeting the solicitation requirements and objectives, as well as an expectation that the solicitation requirements and objectives will be met at a price that will not result in a net loss to the Offeror?"

Reasonableness exists when the offered price does not exceed what would be incurred by a prudent person in the conduct of competitive business. The Government may reject a proposal which is not realistic, or not reasonable, as to price.

All vehicles items will be inspection FOB Origin, acceptance and FOB Destination Iraq.

The Total Evaluated Price will equal:

- 1. The vehicle Unit Price and overpacked English and Arabic translated operator manuals multiplied by the total estimated quantity

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Name of Offeror or Contractor:

- for each of the two Ordering Periods offered (CLIN's 0361AA, 0361AB, and 0362AA);
- the total price of CLIN 0361AC (Additional copies of both English and Arabic Operator Manuals for 1st ordering year);
 - the total price of CLIN 0361AD (Spare Parts Package);
 - the total price of CLIN 0361AE (CD-ROM of both English and Arabic Operator Manuals);
 - the total price of CLIN 2001AA (English version of Supplemental Manuals);
 - the total price of CLIN 2001AB (CD-ROM of the English version of the Supplemental Manuals);
 - the total price of CLIN 2001AD (Copies of Arabic translated Supplemental Manuals); and
 - the total price of CLIN 2001AE (CD-ROM of the Arabic version of the Supplemental Manuals).

Contract Price can also play a role in the Government's evaluation of the affordability of an Offeror's proposal. An Offeror may not receive an award if its proposal is unaffordable.

M.3 Per FAR Subpart 9.1, contracts will be placed only with Contractors that the Contracting Officer determines to be responsible (that is, they meet the standards in FAR 9.104). The PCO may request/require a Pre-Award Survey to help ensure that a selected Contractor is responsible.

M.4 Rejection of Offers.

The Government may reject any proposal which:

- Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration, as specified in the solicitation; or
- Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform RFP requirements due to submission of a proposal that is unrealistically high or low in price and/or unrealistic in terms of technical or schedule commitments; or
- Contains any unexplained, significant inconsistency between the proposed effort and the proposed price, which implies the Offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or
- An offer that is unbalanced, as to prices. An unbalanced offer is one which is based on prices significantly high or low for one given ordering period versus another ordering period; or
- Fails to meaningfully respond to the Proposal Preparation Instructions specified in the solicitation.

*** END OF NARRATIVE M 001 ***

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